

AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING		PAGE OF PAGES 1 34	
2. CONTRACT (Proc. Inst. Ident.) NO. EP-W-11-051				3. EFFECTIVE DATE See Block 20C		4. REQUISITION/PURCHASE REQUEST/PROJECT NO.	
5. ISSUED BY		CODE	HPOD		6. ADMINISTERED BY (If other than Item 5)		CODE
HPOD US Environmental Protection Agency Ariel Rios Building 1200 Pennsylvania Avenue, N. W. Mail Code: 3803R Washington DC 20460				HPOD US Environmental Protection Agency Ariel Rios Building 1200 Pennsylvania Avenue, N. W. Mail Code: 3803R Washington DC 20460			
7. NAME AND ADDRESS OF CONTRACTOR (No., Street, City, Country, State and ZIP Code)				8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)			
ENDYNA INC 1345 LANCIA DRIVE MCLEAN VA 221022203				9. DISCOUNT FOR PROMPT PAYMENT			
				10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN		ITEM	
CODE	(b)(4)	FACILITY CODE					
11. SHIP TO/MARK FOR		CODE			12. PAYMENT WILL BE MADE BY		CODE
Diana Pozun 1200 Pennsylvania Avenue, NW Washington DC 20460				RTP Finance Center US Environmental Protection Agency RTP-Finance Center Mail Drop D143-02 109 TW Alexander Drive Durham NC 27711		RTP	
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304 (c) () <input type="checkbox"/> 41 U.S.C. 253 (c) ()				14. ACCOUNTING AND APPROPRIATION DATA See Schedule			
15A. ITEM NO	15B. SUPPLIES/SERVICES			15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
	Continued						
15G. TOTAL AMOUNT OF CONTRACT						\$4,231,662.00	
16. TABLE OF CONTENTS							
(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
	A	SOLICITATION/CONTRACT FORM			I	CONTRACT CLAUSES	
	B	SUPPLIES OR SERVICES AND PRICES/COSTS		PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
	C	DESCRIPTION/SPECS./WORK STATEMENT			J	LIST OF ATTACHMENTS	
	D	PACKAGING AND MARKING		PART IV - REPRESENTATIONS AND INSTRUCTIONS			
	E	INSPECTION AND ACCEPTANCE			K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
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	G	CONTRACT ADMINISTRATION DATA			M	EVALUATION FACTORS FOR AWARD	
	H	SPECIAL CONTRACT REQUIREMENTS					
CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE							
17. <input type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				18. <input checked="" type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number SOL-DC-11-00014 , including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any condition sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.			
19A. NAME AND TITLE OF SIGNER (Type or print)				20A. NAME OF CONTRACTING OFFICER Jami Rodgers			
19B. NAME OF CONTRACTOR		19C. DATE SIGNED		20B. UNITED STATES OF AMERICA		20C. DATE SIGNED	
BY (Signature of person authorized to sign)				BY (Signature of the Contracting Officer)			

CONTINUATION SHEET

 REFERENCE NO. OF DOCUMENT BEING CONTINUED
 EP-W-11-051

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NAME OF OFFEROR OR CONTRACTOR

ENDYNA INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	DUNS Number: (b)(4) Logistical and Administrative Support for EPA's Science Advisory Board Max Expire Date: 07/31/2016 FOB: Destination Period of Performance: 09/15/2011 to 07/31/2012			(b)(4)	(b)(4)
0001	Project Manager - Base Period	200	HR		
0002	Meeting Planner - Base Period	1960	HR		
0003	Jr. Coordinator - Base Period	1160	HR		
0004	Admin. Specialist - Base Period	320	HR		
0005	Other Direct Costs - Base Period				665,000.00
0006	Project Manager - Option Period I	200	HR	(b)(4)	(b)(4)
0007	Meeting Planner - Option Period I	1960	HR		
0008	Jr. Coordinator - Option Period I	1160	HR		
0009	Admin. Specialist - Option Period I	320	HR		
0010	Other Direct Costs - Option Period I				665,000.00
0011	Project Manager - Option Period II	200	HR	(b)(4)	(b)(4)
0012	Meeting Planner - Option Period II	1960	HR		
0013	Jr. Coordinator - Option Period II	1160	HR		
0014	Admin. Specialist - Option Period II	320	HR		
0015	Other Direct Costs - Option Period II				665,000.00
0016	Project Manager - Option Period III	200	HR	(b)(4)	(b)(4)
0017	Meeting Planner - Option Period III	1960	HR		
0018	Jr. Coordinator - Option Period III	1160	HR		
0019	Admin. Specialist - Option Period III	320	HR		
0020	Other Direct Costs - Option Period III				665,000.00
0021	Project Manager - Option Period IV	200	HR	(b)(4)	(b)(4)
0022	Meeting Planner - Option Period IV	1960	HR		
	Continued ...				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
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NAME OF OFFEROR OR CONTRACTOR

ENDYNA INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0023	Jr. Coordinator - Option Period IV	1160	HR	(b)(4)	(b)(4)
0024	Admin. Specialist - Option Period IV	320	HR		
0025	Other Direct Costs - Option Period IV				665,000.00
	The obligated amount of award: \$0.00. The total for this award is shown in box 15G.				

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SECTION B - Supplies or Services/Prices

B.1 EPAAR 1552.216-73 Fixed Rates for Services-Indefinite Delivery/Indefinite Quantity Contract (APR 1984)

The following fixed rates shall apply for payment purposes for the duration of the contract.

Item	Description	Estimated Hours	Fixed Hourly Rate	Total
0001	Project Manager - Base Period	200	(b)(4)	(b)(4)
0002	Meeting Planner - Base Period	1,960		
0003	Jr. Coordinator - Base Period	1,160		
0004	Admin. Specialist - Base Period	320		
0006	Project Manager - Option Period I	200		
0007	Meeting Planner - Option Period I	1,960		
0008	Jr. Coordinator - Option Period I	1,160		
0009	Admin. Specialist - Option Period I	320		
0011	Project Manager - Option Period II	200		
0012	Meeting Planner - Option Period II	1,960		
0013	Jr. Coordinator - Option Period II	1,160		
0014	Admin. Specialist - Option Period II	320		
0016	Project Manager - Option Period III	200		
0017	Meeting Planner - Option Period III	1,960		
0018	Jr. Coordinator - Option Period III	1,160		
0019	Admin. Specialist - Option Period III	320		
0021	Project Manager - Option Period IV	200		
0022	Meeting Planner - Option Period IV	1,960		
0023	Jr. Coordinator - Option Period IV	1,160		
0024	Admin. Specialist - Option Period IV	320		

The rates set forth above cover all expenses, including report preparation, salaries, overhead, general and administrative expenses, and profit.

The Contractor shall voucher for only the time of the personnel whose services are applied directly to the work called for in individual Task Orders and accepted by the EPA Project Officer. The Government shall pay the Contractor for the life of a Task Order at rates in effect when the Task Order was issued, even if performance under the Task Order crosses into another period. The Contractor shall maintain time and labor distribution records for all employees who work under the contract. These records must document time worked and work performed by each individual on all Task Orders.

(End of clause)

B. 2 FAR 52.231-110 Other Direct Costs

For the categories listed, Other Direct Costs in excess of the following are not allowable as a charge to this contract without the prior written approval of the Contracting Officer:

Item	Description	Total
0005	Other Direct Costs - Base Period	\$665,000.00
0010	Other Direct Costs - Option Period I	\$665,000.00
0015	Other Direct Costs - Option Period II	\$665,000.00
0020	Other Direct Costs - Option Period III	\$665,000.00
0025	Other Direct Costs - Option Period IV	\$665,000.00

B.3 FAR 52.216-140 Minimum and Maximum Amounts

During the period specified in the "Ordering" clause, the Government shall place orders totaling a minimum of **\$10,000.00**. The amount of all orders shall not exceed **\$4,231,662.00..**

SECTION C - Description/Specifications

C.1 FAR 52.210-100 Statement of Work/Performance Work Statement/Specifications

The Contractor shall furnish the necessary personnel, material, equipment, services, and facilities (except as otherwise specified), to perform the Performance Work Statement included as an attachment to this solicitation. Work will be ordered against the subject Performance Work Statement through Contracting Officer issuance of Task Orders.

SECTION D - Packaging and Marking

For this solicitation, there are no clauses in this Section.

SECTION E - Inspection and Acceptance

E.1 FAR 52.246-6 Inspection - Time-and-Material and Labor-Hour (MAY 2001)

SECTION F - Deliveries or Performance

F.1 EPAAR 1552.211-72 Monthly Progress Report (JUN 1996)

The Contractor shall furnish two (2) copies of the combined monthly technical and financial progress report stating the progress made, including the percentage of the project completed, and a description of the work accomplished to support the cost. If the work is ordered using work assignments or delivery orders, include the estimated percentage of task completed during the reporting period for each work assignment or delivery order.

- (a) Specific discussions shall include difficulties encountered and remedial action taken during the reporting period, and anticipated activity with a schedule of deliverables for the subsequent reporting period.
- (b) The Contractor shall provide a list of outstanding actions awaiting Contracting Officer authorization, noted with the corresponding work assignment, such as subcontractor/consultant consents, overtime approvals, and work plan approvals.
- (c) The report shall specify financial status at the contract level as follows:
 - (1) For the current reporting period, display the amount claimed.
 - (2) For the cumulative period and the cumulative contract life display: the amount obligated, amount originally invoiced, amount paid, amount suspended, amount disallowed, and remaining approved amount. The remaining approved amount is defined as the total obligated amount, less the total amount originally invoiced, plus total amount disallowed.
 - (3) Labor hours.
 - (i) list of employees, their labor categories, and the numbers of hours worked for the reporting period.
 - (ii) For the current reporting period, display the expended direct labor hours and costs broken out by EPA contract labor hour category for the prime contractor and each subcontractor and consultant.
 - (iii) For the cumulative contract period and the cumulative contract life display: the negotiated, expended and remaining direct labor hours and costs broken out by EPA contract labor hour category for the prime contractor, and each subcontractor and consultant.
 - (iv) Display the estimated direct labor hours and costs to be expended during the next reporting period.
 - (4) Display the current dollar ceilings in the contract, net amount invoiced, and remaining amounts for the following categories: Direct labor hours, total estimated cost, award fee pool (if applicable), subcontracts by individual subcontractor, travel, program management, and Other Direct Costs (ODCs).
 - (5) Unbilled allowable costs. Display the total costs incurred but unbilled for the current reporting period and cumulative for the contract.
 - (6) Average cost of direct labor. Compare the actual average cost per hour to date with the average cost per hour of the approved work plans for the current contract period.
- (d) The report shall specify financial status at the work assignment or delivery order level as follows:
 - (1) For the current period, display the amount claimed.
 - (2) or the cumulative period display: amount shown on workplan, or latest work assignment/delivery order amendment amount (whichever is later); amount currently claimed; amount paid; amount suspended; amount disallowed; and remaining approved amount. The remaining approved amount is defined as: the workplan amount or latest work assignment or delivery order amount (whichever is later), less total amounts originally invoiced, plus total amount disallowed.
 - (3) Labor hours. (i) A list of employees, their labor categories, and the number of hours worked for the

reporting period.

(ii) For the current reporting period, display the expended direct labor hours and costs broken out by EPA contract labor hour category for the prime contractor and each subcontractor and consultant.

(iii) For the current reporting period, cumulative contract period, and the cumulative contract life display: the negotiated, expended and remaining direct labor hours and costs broken out by EPA contract labor hour category for the prime contractor and each subcontractor and consultant.

(iv) Display the estimated direct labor hours and costs to be expended during the next reporting period.

(v) Display the estimates of remaining direct labor hours and costs required to complete the work assignment or delivery order.

(4) Unbilled allowable costs. Display the total costs incurred but unbilled for the current reporting period and cumulative for the work assignment.

(5) Average cost of direct labor. Display the actual average cost per hour with the cost per hour estimated in the workplan.

(6) A list of deliverables for each work assignment or delivery order during the reporting period.

(f) This submission does not change the notification requirements of the "Limitation of Cost" or "Limitation of Funds" clauses requiring separate written notice to the Contracting Officer.

(g) The reports shall be submitted to the following addresses on or before the 15th of each month following the first complete reporting period of the contract. See EPAAR 1552.232-70, Submission of Invoices, paragraph (e), for details on the timing of submittals. Distribute reports as follows:

No. of Copies	Addressee
1	Contract-Level Contracting Officer's Representative (COR)
1	Contracting Officer

F. 2 EPAAR 1552.242-71 Contractor Performance Information MAY 2010 (Deviation)

As prescribed in section 1542.1504, insert the following clause in all applicable solicitations and contracts. Contractor Performance Information (May 2010 Deviation)

(a) In accordance with Federal Acquisition Regulation (FAR) Subpart 42.15 and EPAAR Deviation 1542.15, past performance evaluations shall be prepared and submitted electronically to the Past Performance Information Retrieval System (PPIRS). The process for submitting evaluation reports to PPIRS shall be through use of the Contractor Performance Assessment Reporting System (CPARS) which has connectivity with PPIRS. Using CPARS, EPA shall evaluate contractor performance using the following evaluation factors as applicable: Technical (Quality of Product), Product Performance, Systems Engineering, Software Engineering, Logistic Support/Sustainment, Product Assurance, Other Technical Performance, Schedule, Cost Control (Not Applicable for Firm-Fixed Price or Firm-Fixed Price with Economic Price Adjustment), Management, Management Responsiveness, Subcontract Management, Program Management and Other Management, Other Areas, and Utilization of Small Business. Each evaluation factor shall be rated in accordance with a five scale rating system: Red/Unsatisfactory, Yellow/Marginal, Green/Satisfactory, Purple/Very Good, and Dark Blue/Exceptional, N/A = Not Applicable. Plus or minus signs may be used to indicate an improving (+) or worsening (-) trend insufficient to change assessment status.

(b) The contractor shall designate representatives to whom the evaluations will be sent automatically and electronically. The name, title, e-mail address and phone number of the designated contractor representative shall be provided to the contracting officer who will, in turn, provide that information to their CPARS Focal Point administrator for authorization access. Any changes in designated contractor personnel shall be the

sole responsibility of the contractor to inform the contracting officer and the CPARS Focal Point. The contractor has thirty (30) calendar days from the date of the contractor's receipt of the Report to review and provide a response to the contracting officer regarding the contents of the Report. The response shall be sent through CPARS. The contractor's response to the Report may include written comments, rebuttals (disagreements), or additional information. If the contractor does not respond to the Report within the designated thirty (30) calendar days, the specified ratings in the Report are deemed appropriate for the evaluation period. In this instance, the contracting officer shall complete the Agency review and finalize the evaluation in CPARS after expiration of the specified 30 calendar days. If the contractor submits comments, rebuttals (disagreements), or additional information to the contracting officer which contests the ratings, the contracting officer, in consultation with the contract level contracting officers representative and/or applicable official, shall initially try to resolve the disagreement with the contractor. If the disagreement is not resolved between the contractor and the contracting officer, the matter will be referred, as promptly as possible, to the Reviewing Official (an official at least one level above the contracting officer or contract specialist) for resolution. The Agency Reviewing Official shall record a determination in CPARS. The ultimate conclusion on the performance evaluation is a decision of the EPA. The contracting officer shall complete the Agency review and finalize the evaluation in CPARS after the contracting officer receives the Agency Reviewing Official's determination. An interim or final report is considered completed after the contracting officer finalizes the evaluation in CPARS.

SECTION G - Contract Administration Data

G.1 FAR 52.232-7 Payments under Time-and-Materials and Labor-Hour Contracts (FEB 2007)

The Government will pay the Contractor as follows upon the submission of vouchers approved by the Contracting Officer or the authorized representative:

(a) Hourly rate. (1) Hourly rate means the rate(s) prescribed in the contract for payment for labor that meets the labor category qualifications of a labor category specified in the contract that are--

(i) Performed by the Contractor;

(ii) Performed by the subcontractors; or

(iii) Transferred between divisions, subsidiaries, or affiliates of the Contractor under a common control.

(2) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the Schedule by the number of direct labor hours performed.

(3) The hourly rates shall be paid for all labor performed on the contract that meets the labor qualifications specified in the contract. Labor hours incurred to perform tasks for which labor qualifications were specified in the contract will not be paid to the extent the work is performed by employees that do not meet the qualifications specified in the contract, unless specifically authorized by the Contracting Officer.

(4) The hourly rates shall include wages, indirect costs, general and administrative expense, and profit. Fractional parts of an hour shall be payable on a prorated basis.

(5) Vouchers may be submitted once each month (or at more frequent intervals, if approved by the Contracting Officer), to the Contracting Officer or authorized representative. The Contractor shall substantiate vouchers (including any subcontractor hours reimbursed at the hourly rate in the schedule) by evidence of actual payment and by--

(i) Individual daily job timekeeping records;

(ii) Records that verify the employees meet the qualifications for the labor categories specified in the contract; or

(iii) Other substantiation approved by the Contracting Officer.

(6) Promptly after receipt of each substantiated voucher, the Government shall, except as otherwise provided in this contract, and subject to the terms of paragraph (e) of this clause, pay the voucher as approved by the Contracting Officer or authorized representative.

(7) Unless otherwise prescribed in the Schedule, the Contracting Officer may unilaterally issue a contract modification requiring the Contractor to withhold amounts from its billings until a reserve is set aside in an amount that the Contracting Officer considers necessary to protect the Government's interests. The Contracting Officer may require a withhold of 5 percent of the amounts due under paragraph (a) of this clause, but the total amount withheld for the contract shall not exceed \$50,000. The amounts withheld shall be retained until the Contractor executes and delivers the release required by paragraph (g) of this clause.

(8) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis. If no overtime rates are provided in the Schedule and overtime work is approved in advance by the Contracting Officer, overtime rates shall be negotiated. Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract. If the Schedule provides rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.

(b) Materials. (1) For the purposes of this clause--

(i) Direct materials means those materials that enter directly into the end product, or that are used or consumed directly in connection with the furnishing of the end product or service.

(ii) Materials means--

(A) Direct materials, including supplies transferred between divisions, subsidiaries, or affiliates of the Contractor under a common control;

(B) Subcontracts for supplies and incidental services for which there is not a labor category specified in the contract;

(C) Other direct costs (e.g., incidental services for which there is not a labor category specified in the contract, travel, computer usage charges, etc.); and

(D) Applicable indirect costs.

(2) If the Contractor furnishes its own materials that meet the definition of a commercial item at 2.101, the price to be paid for such materials shall not exceed the Contractor's established catalog or market price, adjusted to reflect the--

(i) Quantities being acquired; and

(ii) Actual cost of any modifications necessary because of contract requirements.

(3) Except as provided for in paragraph (b)(2) of this clause, the Government will reimburse the Contractor for allowable cost of materials provided the Contractor--

(i) Has made payments for materials in accordance with the terms and conditions of the agreement or invoice; or

(ii) Ordinarily makes these payments within 30 days of the submission of the Contractor's payment request to the Government and such payment is in accordance with the terms and conditions of the agreement or invoice.

(4) Payment for materials is subject to the Allowable Cost and Payment clause of this contract. The Contracting Officer will determine allowable costs of materials in accordance with Subpart 31.2 of the Federal Acquisition Regulation (FAR) in effect on the date of this contract.

(5) The Contractor may include allocable indirect costs and other direct costs to the extent they are--

(i) Comprised only of costs that are clearly excluded from the hourly rate;

(ii) Allocated in accordance with the Contractor's written or established accounting practices; and

(iii) Indirect costs are not applied to subcontracts that are paid at the hourly rates.

(6) To the extent able, the Contractor shall--

(i) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and

(ii) Take all cash and trade discounts, rebates, allowances, credits, salvage, commissions, and other benefits. When unable to take advantage of the benefits, the Contractor shall promptly notify the Contracting Officer and give the reasons. The Contractor shall give credit to the Government for cash and trade discounts, rebates, scrap, commissions, and other amounts that have accrued to the benefit of the Contractor, or would have accrued except for the fault or neglect of the Contractor. The Contractor shall not deduct from gross costs the benefits lost without fault or neglect on the part of the Contractor, or lost through fault of the Government.

(7) Except as provided for in 31.205-26(e) and (f), the Government will not pay profit or fee to the prime Contractor on materials.

(c) If the Contractor enters into any subcontract that requires consent under the clause at 52.244-2, Subcontracts, without obtaining such consent, the Government is not required to reimburse the Contractor for any costs incurred under the subcontract prior to the date the Contractor obtains the required consent. Any reimbursement of subcontract costs incurred prior to the date the consent was obtained shall be at the sole discretion of the Government.

(d) Total cost. It is estimated that the total cost to the Government for the performance of this contract shall not exceed the ceiling price set forth in the Schedule, and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to the Government for performing this contract with supporting reasons and documentation. If at any time during performing this contract, the Contractor has reason to believe that the total price to the Government for performing this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performing this contract, the Government has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.

(e) Ceiling price. The Government will not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer notifies the Contractor in writing that the ceiling price has been increased and specifies in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.

(f) Audit. At any time before final payment under this contract, the Contracting Officer may request audit of the vouchers and supporting documentation. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding vouchers, that are found by the Contracting Officer or authorized representative not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. Upon receipt and approval of the voucher designated by the Contractor as the "completion voucher" and supporting documentation, and upon compliance by the Contractor with all terms of this contract (including, without limitation, terms relating to patents and the terms of paragraph (g) of this clause), the Government shall promptly pay any balance due the Contractor. The completion voucher, and supporting documentation, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

(g) Assignment and Release of Claims. The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions:

(1) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible of exact statement by the Contractor.

(2) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.

(3) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.

(h) Interim payments on contracts for other than services. (1) Interim payments made prior to the final payment under the contract are contract financing payments. Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act.

(2) The designated payment office will make interim payments for contract financing on the 30th day after the designated billing office receives a proper payment request. In the event that the Government requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.

(i) Interim payments on contracts for services. For interim payments made prior to the final payment under this contract, the Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(End of Clause)

G.2 EPAAR 1552.216-72 Ordering—By Designated Ordering Officers (APR 1984)

(a) The Government will order any supplies and services to be furnished under this contract by issuing Task Orders on Optional Form 347, or any agency prescribed form, from date of Contract Award through [TO BE DETERMINED AT CONTRACT AWARD]. In addition to the Contracting Officer, the following

individuals are authorized ordering officers: Any duly authorized EPA Contracting Officer

(b) A Standard Form 30 will be the method of amending Task Orders.

(c) The Contractor shall acknowledge receipt of each order and shall prepare and forward to the Ordering Officer within ten (10) calendar days the proposed staffing plan for accomplishing the assigned task within the period specified.

(d) If the Contractor considers the estimated labor hours or specified work completion date to be unreasonable, he/she shall promptly notify the Ordering Officer and Contracting Officer in writing within 10 calendar days, stating why the estimated labor hours or specified completion date is considered unreasonable.

(e) Each order will have a ceiling price, which the Contractor may not exceed. When the Contractor has reason to believe that the labor payment and support costs for the order, which will accrue in the next thirty (30) days, will bring total cost to over 85 percent of the ceiling price specified in the order, the Contractor shall notify the Ordering Officer.

(f) Paragraphs (c), (d), and (e) of this clause apply only when services are being ordered.

(End of clause)

G.3 FAR 52.242-100 Contract Administration Representatives

Contract-Level Contracting Officers Representatives (CORs)/Project Officers for this contract are as follows:

Diana Pozun
1200 Pennsylvania Avenue, NW Mail Code 3803R
Washington, DC 20460
(202)564-4781
pozun.diana@epa.gov

Contracting Officials responsible for administering this contract are as follows:

Mr. Jami J. Rodgers, CPCM, Administrative Contracting Officer
1200 Pennsylvania Avenue, NW Mail Code 3803R
Washington, DC 20460
(202)564-4781
rodgers.jami@epa.gov

Ms. Tricia Lynn, Administrative Contract Specialist
1200 Pennsylvania Avenue, NW Mail Code 3803R
Washington, DC 20460
(202)564-2615
lynn.tricia@epa.gov

SECTION H - Special Contract Requirements

H.1 EPAAR 1552.203-71 Display of EPA Office of Inspector General Hotline Poster (AUG 2000)

(a) For EPA contracts valued at \$1,000,000 or more including all contract options, the contractor shall prominently display EPA Office of Inspector General Hotline posters in contractor facilities where the work is performed under the contract.

(b) Office of Inspector General hotline posters may be obtained from the EPA Office of Inspector General, ATTN: OIG Hotline (2443), 1200 Pennsylvania Avenue, NW, Washington, DC 20460, or by calling (202) 260-5113.

(c) The Contractor need not comply with paragraph (a) of this clause if it has established a mechanism, such as a hotline, by which employees may report suspected instances of improper conduct, and provided instructions that encourage employees to make such reports.

H.2 EPAAR 1552.208-70 Printing (DEC 2005)

(a) Definitions.

"Printing" is the process of composition, plate making, presswork, binding and microform; or the end items produced by such processes and equipment. Printing services include newsletter production and periodicals which are prohibited under EPA contracts.

"Composition" applies to the setting of type by hot-metal casting, photo typesetting, or electronic character generating devices for the purpose of producing camera copy, negatives, a plate or image to be used in the production of printing or microform.

"Camera copy" (or "camera-ready copy") is a final document suitable for printing/duplication.

"Desktop Publishing" is a method of composition using computers with the final output or generation of camera copy done by a color inkjet or color laser printer. This is not considered "printing." However, if the output from desktop publishing is being sent to a typesetting device (i.e., Linotronic) with camera copy being produced in either paper or negative format, these services are considered "printing".

"Microform" is any product produced in a miniaturized image format, for mass or general distribution and as a substitute for conventionally printed material. Microform services are classified as printing services and includes microfiche and microfilm. The contractor may make up to two sets of microform files for archival purposes at the end of the contract period of performance.

"Duplication" means the making of copies on photocopy machines employing electrostatic, thermal, or other processes without using an intermediary such as a negative or plate.

"Requirement" means an individual photocopying task. (There may be multiple requirements under a Work Assignment or Delivery Order. Each requirement would be subject to the photocopying limitation of 5,000 copies of one page or 25,000 copies of multiple pages in the aggregate per requirement).

"Incidental" means a draft and/or proofed document (not a final document) that is not prohibited from printing under EPA contracts.

(b) Prohibition. (1) The contractor shall not engage in, nor subcontract for, any printing in connection with the performance of work under this contract. Duplication of more than 5,000 copies of one page or more than 25,000 copies of multiple pages in the aggregate per requirement constitutes printing. The intent of the

printing limitation is to eliminate duplication of final documents.

(2) In compliance with EPA Order 2200.4a, EPA Publication Review Procedure, the Office of Communications, Education, and Media Relations is responsible for the review of materials generated under a contract published or issued by the Agency under a contract intended for release to the public.

(c) Affirmative Requirements. (1) Unless otherwise directed by the contracting officer, the contractor shall use double-sided copying to produce any progress report, draft report or final report.

(2) Unless otherwise directed by the contracting officer, the contractor shall use recycled paper for reports delivered to the Agency which meet the minimum content standards for paper and paper products as set forth in EPA's Web site for the Comprehensive Procurement Guidelines at: <http://www.epa.gov/cpg/>.

(d) Permitted Contractor Activities. (1) The prohibitions contained in paragraph (b) do not preclude writing, editing, or preparing manuscript copy, or preparing related illustrative material to a final document (camera-ready copy) using desktop publishing.

(2) The contractor may perform a requirement involving the duplication of less than 5,000 copies of only one page, or less than 25,000 copies of multiple pages in the aggregate, using one color (black), such pages shall not exceed the maximum image size of 103/4by 141/4inches, or 11 by 17 paper stock. Duplication services below these thresholds are not considered printing. If performance of the contract will require duplication in excess of these thresholds, contractors must immediately notify the contracting officer in writing. The contracting officer must obtain a waiver from the U.S. Congress Joint Committee on Printing if it is deemed appropriate to exceed the duplication thresholds. Duplication services of "incidentals" in excess of the thresholds, are allowable.

(3) The contractor may perform a requirement involving the multi-color duplication of no more than 100 pages in the aggregate using color copier technology, such pages shall not exceed the maximum image size of 103/4by 141/4inches, or 11 by 17 paper stock. Duplication services below these thresholds are not considered printing. If performance of the contract will require duplication in excess of these limits, contractors must immediately notify the contracting officer in writing. The contracting officer must obtain a waiver from the U.S. Congress Joint Committee on Printing.

(4) The contractor may perform the duplication of no more than a total of 100 diskettes or CD-ROM's. Duplication services below these thresholds are not considered printing. If performance of the contract will require duplication in excess of these thresholds, contractors must immediately notify the contracting officer in writing. The contracting officer must obtain a waiver from the U.S. Congress Joint Committee on Printing.

(e) Violations. The contractor may not engage in, nor subcontract for, any printing in connection with the performance of work under the contract. The cost of any printing services in violation of this clause will be disallowed, or not accepted by the Government.

(f) Flowdown Provision. The contractor shall include in each subcontract which may involve a requirement for any printing/duplicating/copying a provision substantially the same as this clause.

(End of clause)

H.3 EPAAR 1552.217-76 Option to Extend the Effective Period of the Contract-Indefinite Delivery/Indefinite Quantity Contract.

(a) The Government has the option to extend the effective period of this contract for four (4) additional period(s). If more than sixty (60) days remain in the contract effective period, the Government, without prior written notification, may exercise this option by issuing a contract modification. To unilaterally exercise this option within the last 60 days of the effective period, the Government must issue written notification of its intent to exercise the option prior to that last 60-day period. This preliminary notification does not commit the

Government to exercising the option.

(b) If the options are exercised, the "Minimum and Maximum Contract Amount" clause will be modified to reflect new and separate minimums of [TO BE DETERMINED AT CONTRACT AWARD] for each option period new and separate maximums of [TO BE DETERMINED AT CONTRACT AWARD]for each option period.

(c) The "Effective Period of the Contract" clause will be modified to cover the following:

Period	Start Date	End Date
Base Period	Award Date	7/31/12
Option Period I	08/01/12	7/31/13
Option Period II	08/01/13	7/31/14
Option Period III	08/01/14	7/31/15
Option Period IV	08/01/15	7/31/16

(End of clause)

H.4 EPAAR 1552.223-71 EPA Green Meetings and Conferences (MAY 2007)

(a) The mission of the EPA is to protect human health and the environment. We expect that all Agency meetings and conferences will be staged using as many environmentally preferable measures as possible. Environmentally preferable means products or services that have a lesser or reduced effect on the environment when compared with competing products or services that serve the same purpose.

(b) As a potential meeting or conference provider for EPA, we require information about environmentally preferable features and practices your facility will have in place for the EPA event described in the solicitation.

(c) The following list is provided to assist you in identifying environmentally preferable measures and practices used by your facility. More information about EPA's Green Meetings initiative may be found on the Internet at <http://www.epa.gov/oppt/greenmeetings/>. Information about EPA voluntary partnerships may be found at <http://www.epa.gov/partners/index.htm>.

(1) Do you have a recycling program? If so, please describe.

(2) Do you have a linen/towel reuse option that is communicated to guests?

(3) Do guests have easy access to public transportation or shuttle services at your facility?

(4) Are lights and air conditioning turned off when rooms are not in use? If so, how do you ensure this?

(5) Do you provide bulk dispensers or reusable containers for beverages, food and condiments?

(6) Do you provide reusable serving utensils, napkins and tablecloths when food and beverages are served?

(7) Do you have an energy efficiency program? Please describe.

(8) Do you have a water conservation program? Please describe.

(9) Does your facility provide guests with paperless check-in & check-out?

(10) Does your facility use recycled or recyclable products? Please describe.

(11) Do you source food from local growers or take into account the growing practices of farmers that

provide the food? Please describe.

(12) Do you use biobased or biodegradable products, including biobased cafeteriaware? Please describe.

(13) Do you provide training to your employees on these green initiatives? Please describe.

(14) What other environmental initiatives have you undertaken, including any environment-related certifications you possess, EPA voluntary partnerships in which you participate, support of a green suppliers network, or other initiatives? Include "Green Meeting" information in your quotation so that we may consider environmental preferability in selection of our meeting venue.

H.5 EPAAR 1552.237-71 Technical Direction (AUG 2009)

(a) Definitions.

"Contracting officer technical representative (COTR)," means an individual appointed by the contracting officer in accordance with Agency procedures to perform specific technical and administrative functions.

"Task order," as used in this clause, means work assignment, delivery order, or any other document issued by the contracting officer to order work under a service contract.

(b) The contracting officer technical representative(s) may provide technical direction on contract or work request performance. Technical direction includes:

(1) Instruction to the contractor that approves approaches, solutions, designs, or refinements; fills in details; completes the general descriptions of work shifts emphasis among work areas or tasks; and

(2) Evaluation and acceptance of reports or other deliverables.

(c) Technical direction must be within the scope of work of the contract and any task order there under. The contracting officer technical representative(s) does not have the authority to issue technical direction which:

(1) Requires additional work outside the scope of the contract or task order;

(2) Constitutes a change as defined in the "Changes" clause;

(3) Causes an increase or decrease in the estimated cost of the contract or task order;

(4) Alters the period of performance of the contract or task order; or

(5) Changes any of the other terms or conditions of the contract or task order.

(d) Technical direction will be issued in writing or confirmed in writing within five (5) days after oral issuance. The contracting officer will be copied on any technical direction issued by the contracting officer technical representative.

(e) If, in the contractor's opinion, any instruction or direction by the contracting officer technical representative(s) falls within any of the categories defined in paragraph (c) of the clause, the contractor shall not proceed but shall notify the contracting officer in writing within 3 days after receiving it and shall request that the contracting officer take appropriate action as described in this paragraph. Upon receiving this notification, the contracting officer shall:

(1) Advise the contractor in writing as soon as practicable, but no later than 30 days after receipt of the contractor's notification, that the technical direction is within the scope of the contract effort and does not constitute a change under the "Changes" clause of the contract;

(2) Advise the contractor within a reasonable time that the government will issue a written modification to the contract; or

(3) Advise the contractor that the technical direction is outside the scope of the contract and is thereby rescinded.

(f) A failure of the contractor and contracting officer to agree as to whether the technical direction is within the scope of the contract, or a failure to agree upon the contract action to be taken with respect thereto, shall be subject to the provisions of the clause entitled "Disputes" in this contract.

(g) Any action(s) taken by the contractor, in response to any direction given by any person acting on behalf of the government or any government official other than the contracting officer or the contracting officer technical representative, shall be at the contractor's risk.

(End of clause)

H.6 EPAAR 1552.237-75 Paperwork Reduction Act (APR 1984)

If it is established at award or subsequently becomes a contractual requirement to collect identical information from ten (10) or more public respondents, the Paperwork Reduction Act of 1980, 44 U.S.C. 3501 et seq. applies. In that event, the Contractor shall not take any action to solicit information from any of the public respondents until notified in writing by the Contracting officer that the required Office of Management and Budget (OMB) final clearance was received.

(End of clause)

H.7 EPAAR 1552.239-70 Rehabilitation Act Notice (OCT 2000)

(a) EPA has a legal obligation under the Rehabilitation Act of 1973, 29 U.S.C. 791, to provide reasonable accommodation to persons with disabilities who wish to attend EPA programs and activities. Under this contract, the contractor may be required to provide support in connection with EPA programs and activities, including conferences, symposia, workshops, meetings, etc. In such cases, the contractor shall, as applicable, include in its draft and final meeting announcements (or similar documents) the following notice:

It is EPA's policy to make reasonable accommodation to persons with disabilities wishing to participate in the agency's programs and activities, pursuant to the Rehabilitation Act of 1973, 29 U.S.C. 791. Any request for accommodation should be made to the specified registration contact for a particular program or activity, preferably one month in advance of the registration deadline, so that EPA will have sufficient time to process the request.

(b) Upon receipt of such a request for accommodation, the contractor shall immediately forward the request to the EPA contracting officer, and provide a copy to the appropriate EPA program office. The contractor may be required to provide any accommodation that EPA may approve. However, in no instance shall the contractor proceed to provide an accommodation prior to receiving written authorization from the contracting officer.

(c) The contractor shall insert in each subcontract or consultant agreement placed hereunder provisions that shall conform substantially to the language of this clause, including this paragraph, unless otherwise authorized by the contracting officer.

(End of clause)

SECTION I - Contract Clauses

I.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FAR 52.202-1 Definitions (JUL 2004)
FAR 52.203-5 Covenant Against Contingent Fees (APR 1984)
FAR 52.203-6 Restrictions on Subcontractor Sales to the Government (SEP 2006)
FAR 52.203-7 Anti-Kickback Procedures (OCT 2010)
FAR 52.203-13 Contractor Code of Business Ethics and Conduct (APR 2010)
FAR 52.204-4 Printed or Copied Double-Sided on Recycled Paper. (AUG 2000)
FAR 52.204-7 Central Contractor Registration (APR 2008)
FAR 52.222-3 Convict Labor (JUN 2003)
FAR 52.222-26 Equal Opportunity (MAR 2007)
FAR 52.222-52 Exemption from Application of the Service Contract Act to Contracts for Certain Services--Certification (NOV 2007)
FAR 52.223-6 Drug-Free Workplace (MAY 2001)
FAR 52.223-14 Toxic Chemical Release Reporting (AUG 2003)
FAR 52.223-18 Contractor Policy to Ban Text Messaging While Driving (SEP 2010)
FAR 52.225-13 Restrictions on Certain Foreign Purchases (JUN 2008)
FAR 52.225-25 Prohibition on Engaging in Sanctioned Activities Relating to Iran-Certification (SEP 2010)
FAR 52.233-3 Protest after Award (AUG 1996)
FAR 52.233-4 Applicable Law for Breach of Contract Claim (OCT 2004)
FAR 52.243-3 Changes - Time-and-Materials or Labor-Hours (SEP 2000)
FAR 52.204-9 Personal Identity Verification of Contractor Personnel (JAN 2011)

I.2 FAR 52.203-14 Display of Hotline Poster(s) (DEC 2007)

(a) Definition.

"United States," as used in this clause, means the 50 States, the District of Columbia, and outlying areas.

(b) Display of fraud hotline poster(s). Except as provided in paragraph (c)--

(1) During contract performance in the United States, the Contractor shall prominently display in common work areas within business segments performing work under this contract and at contract work sites--

(i) Any agency fraud hotline poster or Department of Homeland Security (DHS) fraud hotline poster identified in paragraph (b)(3) of this clause; and

(ii) Any DHS fraud hotline poster subsequently identified by the Contracting Officer.

(2) Additionally, if the Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the poster(s) at the website.

(3) Any required posters may be obtained as follows:

Poster(s) Obtain from

<http://www.epa.gov/oig/hotline.htm>

(c) If the Contractor has implemented a business ethics and conduct awareness program, including a reporting mechanism, such as a hotline poster, then the Contractor need not display any agency fraud hotline posters as required in paragraph (b) of this clause, other than any required DHS posters.

(d) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (d), in all subcontracts that exceed \$5,000,000, except when the subcontract--

(1) Is for the acquisition of a commercial item; or

(2) Is performed entirely outside the United States.

(End of clause)

I.3 FAR 52.216-18 Ordering (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the date of contract award through the end of the current period of performance.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

I.4 FAR 52.216-22 Indefinite Quantity (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified and effective for the period stated in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after six months from the final expiration date..

(End of clause)

I.5 FAR 52.217-8 Option to Extend Services (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed six (6) months. The Contracting Officer may exercise the option by written notice to the Contractor within the effective period of performance.

(End of clause)

I.6 FAR 52.217-9 Option to Extend the Term of the Contract (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within the current effective period of the contract provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

(End of clause)

I.7 FAR 52.244-6 Subcontracts for Commercial Items (DEC 2010)

(a) Definitions. As used in this clause--

"Commercial item" has the meaning contained in Federal Acquisition Regulation 2.101, Definitions.

"Subcontract" includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or non-developmental items as components of items to be supplied under this contract.

(c)(1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)), if the subcontract exceeds \$5,000,000 and has a performance period of more than 120 days. In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.

(ii) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5), if the subcontract is funded under the Recovery Act.

(iii) 52.219-8, Utilization of Small Business Concerns (DEC 2010) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns)

exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iv) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212(a)).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 2010) (29 U.S.C. 793).

(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496), if flow down is required in accordance with paragraph (f) of FAR clause 52.222-40.

(viii) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

(ix) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. App. 1241 and 10 U.S.C. 2631), if flow down is required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

(End of clause)

I.8 FAR 52.252-2 Clauses Incorporated by Reference (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

FAR: <https://www.acquisition.gov/FAR/loadmainre.html>

EPAAR: <http://farsite.hill.af.mil/reghtml/regs/other/epaar/1552.htm>

(End of clause)

I.9 EPAAR 1552.216-72 Ordering By Designated Ordering Officers, Alternate I

(a) The Government will order any supplies and services to be furnished under this contract by issuing Task Order on Optional Form 347, or any agency prescribed form during the effective period of the contract. In addition to the Contracting Officer, the following individuals are authorized ordering officers:

Any duly warranted EPA Contracting Officer

(b) A Standard Form 30 will be the method of amending orders.

(c) The Contractor shall acknowledge receipt of each order and shall prepare and forward to the Ordering Officer within ten (10) calendar days the proposed staffing plan for accomplishing the assigned task within the period specified.

(d) If the Contractor considers the estimated labor hours or specified work completion date to be unreasonable, he/she shall promptly notify the Ordering Officer and Contracting Officer in writing within 10 calendar days, stating why the estimated labor hours or specified completion date is considered unreasonable.

(e) Each order will have a ceiling price, which the Contractor may not exceed. When the Contractor has reason to believe that the labor payment and support costs for the order, which will accrue in the next thirty (30) days, will bring total cost to over 85 percent of the ceiling price specified in the order, the Contractor shall notify the Ordering Officer.

(f) Paragraphs (c), (d), and (e) of this clause apply only when services are being ordered.

(End of clause)

SECTION J - List of Documents, Exhibits and Other Attachments

Attachment Number	Attachment Title	Number of Pages
1	PERFORMANCE WORK STATEMENT	4

SECTION K - Representations, Certifications, and Other Statements of Offerors

Statement of Reference

The Representations, Certifications, and Other Statements of Offerors provided by the offeror in response to Solicitation SOL-DC-11-00014 are hereby incorporated by reference into this contract.

ATTACHMENT 1: PERFORMANCE WORK STATEMENT

**PERFORMANCE WORK STATEMENT
SOL-DC-11-00014**

*Logistical & Administrative Support for the
Science Advisory Board*

BACKGROUND

The U.S. Environmental Protection Agency's (EPA's) Science Advisory Board (SAB) is a body of outside independent experts who provide advice to the EPA Administrator on a broad range of scientific and technical issues. Within the SAB, there are 9 federal advisory committees which operate under the provisions of the Federal Advisory Committee Act (FACA). The SAB Staff Office provides all programmatic, administrative, technical and logistical support to the Board.

The Contractor will be requested to attend conferences/meetings throughout the year as requested by the Task Order Contracting Officer's Representative (TO COR) and shall provide logistical and administrative support for SAB's Staff Office as specified in task orders issued by the contracting officer. The Contractor shall provide the following services as ordered: travel arrangements, meeting logistics, and on-site administrative meeting support.

SCOPE

The Contracting Officer (CO) will issue performance based Task Orders (TO) for all work required under this contract in accordance with the terms and conditions of the contract. In all contact with members of the public and Government officials, contractor personnel shall identify themselves as contractor employees working under contract to the EPA. Contractor identification badges/visitor badges shall be prominently displayed at all times and shall be clearly visible in all public settings. The contractor shall submit proposals required under this contract in draft for critical review by the Contracting Officer or the Contracting Officer's representative (COR). The Government will make all final regulatory, policy, and interpretive decisions resulting from contractor's proposal and make the final decision.

The contractor shall not provide any legal services to EPA under this contract.

TASK AREAS

Each Task Order will outline the specific Performance Requirements, Performance Indicators, Performance Standards, and the method of Quality Assurance.

TASK ONE: Travel Itineraries/Travel Authorizations

Performance Requirement: The contractor shall provide personalized travel itineraries and travel authorizations with required documentation for meeting participants. Travel arrangements shall accommodate attendee's preferences within the rules set forth in the Federal Travel Regulations and EPA Travel Regulations; exceptions from contract carrier flights will be approved by the Task Order Contracting Officer's Representative (TO COR) prior to finalizing reservations. Travel arrangements and changes shall be made utilizing the GovTrip System or by contacting the EPA contracted travel agent. A travel voucher shall be given to each participant at the meeting. Each travel voucher shall be completed and accompanied by all required documentation, and the Contractor shall provide to the TO COR the completed travel vouchers within the period of performance.

Performance Indicator: Timeliness

Performance Standard: The contractor meets the time frame outlined in the Task Order.

Performance Indicator: Completeness

Performance Standard: The contractor makes all travel arrangements and travel vouchers are accepted by the EPA Travel Office.

Performance Indicator: Compliance with Federal Travel Regulations & EPA Travel Regulations
Performance Standard: The contractor follows the applicable regulations.

Quality Assurance: TO COR review of random sample of itineraries and vouchers for overall performance.

TASK TWO: Pre-Meeting Logistics

Performance Requirement: The contractor shall provide pre-meeting, conference or workshop logistics. The specific requirements for each meeting will be outlined in the Task Order and may include the following: arrangement of Hotel accommodations, audio-visual services, photocopying, shipping of background materials, meeting agenda, mailing lists, record keeping, preparation of name badges and tent cards, storage and shipment of exhibits, exhibit display space, setup and tear down support, registration of participants and distribution of pre/post meeting materials. All conference materials shall be approved by the PO/TOPO.

Performance Indicator: Timeliness

Performance Standard: The contractor meets the time frame outlined in the Task Order.

Performance Indicator: Completeness

Performance Standard: The contractor makes all arrangements for conference/workshop logistics.

Quality Assurance: Participant Survey and TO COR review

Performance Indicator: Quality of selections

Performance Standard: The contractor takes into account feedback from previous events and makes adjustments to future arrangements.

TASK THREE: On-Site Meeting Support

Performance Requirement: The contractor shall provide on-site meeting support. The specific requirements for each meeting will be outlined in the Task Order and may include the following: inspection of the site, equipment and signs with conference site personnel, operation of audio visual equipment, making photocopies and staffing a registration table; receiving comments from committee members in electronic and other forms and compiling them into handouts for further use in committee activities; mailing information packages to members after the meeting; and other logistical support that might arise in support of the meeting. The contractor shall send any remaining conference materials to the Project Officer or TOPO within one day of the meeting or dispose of them as directed by these officials. In addition, the contractor shall assemble one set of all background materials used at the meeting for use in compiling the FACA file. The contractor shall send any remaining conference materials to the Project Officer or TOPO within one day of the meeting.

Performance Indicator: Timeliness

Performance Standard: The contractor meets the time frame outlined in the Task Order.

Performance Indicator: Professional Representation

Performance Standard: The contract staff represents itself in a professional manner at all times.

Quality Assurance: Participant Survey and TO COR review

Performance Indicator: Equipment operational

Performance Standard: The contractor ensures equipment is operational and resolves issues.

Quality Assurance: TO COR review

PERIOD OF PERFORMANCE

Base Period	Award Date	7/31/12
Option Period I	08/01/12	7/31/13
Option Period II	08/01/13	7/31/14
Option Period III	08/01/14	7/31/15
Option Period IV	08/01/15	7/31/16